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CLERK, U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

Robert F. Brennan, Esq. [S.B. #132449]

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

CV14-1500

CAS (RZx)

MONIKA AREFI, Individual;

Plaintiff,

vs.

J.P. MORGAN CHASE NATIONAL
CORPORATE SERVICES, INC., a
national association; MIRACLE DAY
INVESTMENTS LLC, a business
entity, form unknown; IMPERIAL
MORTGAGE CORPORATION, a
business entity, for unknown; and
DOES 1-100, INCLUSIVE

Defendants.

Case No.:

**COMPLAINT FOR DAMAGES
AND INJUNCTIVE RELIEF:**

**1. CIVIL CONSPIRACY—RICO
VIOLATION.**

JURY TRIAL DEMANDED.

1. At all times relevant to this action, Plaintiff MONIKA AREFI has owned and resided at the real property commonly known as 805 N. Rodeo Drive, Beverly Hills, CA (Hereinafter "Property").
2. Defendant, JP MORGAN CHASE BANK, N.A. (Hereinafter "CHASE") is a New York Corporation, and is a national bank with its principle place of business in New York, New York with its agent for service of

1 process as CT Corporation System located at 818 W. Seventh Street, Los
2 Angeles, CA 90017. At all times referenced herein "CHASE" purported
3 to have authority to conduct business within the State of California on a
4 regular basis.

5 3. Plaintiff is informed and believes and thereon alleged that Defendant
6 MIRACLE DAY INVESTMENTS, LLC ("MIRACLE") is a private
7 entity.

8 4. Defendant Imperial Mortgage Corporation ("IMPERIAL") as foreclosure
9 trustee doing business in the County of Los Angeles, State of California.

25 5. Plaintiff is ignorant of the true names and capacities of Defendants and
11 sues such Defendants as DOES 1-100 INCLUSIVE and, therefore, sure
12 these Defendants by such fictitious names. Plaintiff will amend this
13 Complaint to allege their true names and capacities when ascertained.
14 Plaintiff is informed and believes and based thereon alleges that each of
15 the fictitiously named Defendants are responsible in some manner for the
16 injuries to Plaintiff alleged herein, and that such injuries as herein
17 alleged were proximately caused by such Defendants.

18 6. Plaintiff is informed, believes, and thereon alleges that at all times herein
19 mentioned that each of the Defendants were the agents, employees,
20 partners, joint ventures, successors or predecessors in interest, owners,
21 principals, and employers of the remaining Defendants, and in doing the
22 things hereinafter alleged, were acting within the course and scope of
23 such agency, partnership, employment, ownership, or joint venture.
24 Plaintiff is further informed and believes and based thereon alleges that
25 the acts and conduct herein alleged of each such Defendants were known
26 to, authorized by, and/or ratified by the other Defendants, and each of
27 them.
28

- 1 7. Whenever in this Complaint an act or omission of a corporation or
2 business entity is alleged, the said allegation shall be deemed to mean
3 and include an allegation that the corporation or business entity acted or
4 omitted to act through its authorized officers, directors, agents, servants,
5 and/or employees, acting within the course and scope of their duties, that
6 the act or omission was authorized by corporate managerial officers or
7 directors, and that the act or omission was ratified by the officers and
8 directors of the corporation or business entity.
9

25 **CONSPIRING OFFICERS, EMPLOYEES AND AGENTS OF**
11 **DEFENDANTS**

- 12 8. Defendants, and each of them, aided and abetted, encouraged, and
13 rendered substantial assistance to the other Defendants in breaching their
14 obligations to Plaintiff as alleged herein. In taking action, as alleged
15 herein, to aid and abet and substantially assist the commissions of these
16 wrongful acts, each of them acted with an awareness of its primary
17 wrongdoing.
18 9. Defendants, and each of them, knowingly and willfully conspired,
19 engaged in a common enterprise, and engaged in a common course of
20 conduct to accomplish the wrongs complained of herein. The purpose
21 and effect of the conspiracy, common enterprise, and common course of
22 conduct complained of herein was for Defendants to incur a financial
23 gain at the expense of Plaintiffs losing their home. Defendants in this
24 case and many other cases have been able to achieve the aims of this
25 conspiracy through misrepresenting and concealing material information
26 regarding the servicing of loans and by taking steps and making
27 statements in furtherance of their wrongdoing as specified herein.
28

1
2
3 **JURISDICTION AND VENUE**

4 10. Federal question jurisdiction exists by virtue of 18 U.S.C. Section 1961
5 *et seq.* Venue is proper for this Court since the Property is located in the
6 County of Los Angeles and because the events or events out of which
7 this action arises and which form the basis for this action arise in the
8 County of Los Angeles.

9 **FACTUAL BACKGROUND**

10 11. For valuable consideration, Plaintiff MONIKA AREFI purchased
11 Property and thereby recorded a Grant Deed with the county recorder on
12 February 7, 1997.

13 12. Subsequently on or about September 6, 2006, Plaintiff executed a
14 promissory note ("Note") in favor of Washington Mutual Bank in the
15 amount of Four Million Eight Hundred Ten Thousand dollars
16 (\$4,810,000.00) secured by deed of trust to Property ("first loan" or "first
17 trust deed").

18 13. On or about November 29, 2006, Plaintiff secured a credit line on the
19 Property with Washington Mutual Bank in the amount of Seven Hundred
20 and Fifty Thousand Dollars (\$750,000.00) ("second loan" or "second
21 trust deed").

22 14. In or about 2009, Washington Mutual Bank was placed in to a
23 receivership with the Federal Deposit Insurance Corporation ("FDIC")
24 due to severe financial instability. The FDIC then sold various
25 Washington Mutual assets, including both the first and second loans
26 secured by plaintiff's property, to CHASE. Through approximately
27 September of 2013, for approximately seven years, CHASE owned both
28 the first and second loans on the Property.

1
2 **THE HOME AFFORDABLE MODIFICATION PROGRAM “DUAL**
3 **TRACKING”**

4 15. Pursuant to the Emergency Economic Stabilization Act of 2008, the U.S.
5 Department of Treasury implemented the Home Affordable Modification
6 Program (“HAMP”) as a program designed to provide affordable
7 mortgage loan modifications and other alternatives to foreclosure for
8 eligible borrowers. *See* Pub.L. No. 110-343, 122 Stat. 3765 (codified as
9 amended at 12 U.S.C. Sections 5201-5253). The centerpiece of the
25 statute was the Trouble Asset Relief Program (“TARP”), through which
11 the Secretary of the Department of Treasury was delegated broad powers
12 to mitigate the financial impact of the foreclosure crisis and preserve
13 homeownership. 12 U.S.C. Sections 5201, 5211-5241. Acting under this
14 authority, the Secretary of the Treasury announced the “Making Home
15 Affordable Program” in February 2009. One sub-part of this program is
16 the HAMP. The goal of HAMP is to provide relief to borrowers who
17 have defaulted on their mortgage payments or who are likely to default
18 by reducing mortgage payments to sustainable levels, without
19 discharging any of the underlying debt.

20 16. Under HAMP, loan servicers are provided with at least \$1,000 incentive
21 payments from the government for each permanent mortgage loan
22 modification completed. *See Bosque* 762 F.Supp.2d 342 (2011), at 347.
23 Servicers must then use a two-step process for HAMP modification. Step
24 one includes an eligibility criteria, which borrowers must meet in order
25 to qualify for a Trial Period Plan (“TPP”). Step two involves providing
26 the borrower with an Agreement that outlines the terms of the final
27 modification. (SD 09-01 at 14).
28

1 17. However, lenders have misused the HAMP system, by engaging in what
2 Attorney Generals call, "dual tracking," but for homeowners struggling
3 to avoid foreclosure it may as well be called double-crossing. Dual
4 tracking refers to what is now a common lender tactic, where while a
5 borrower in default seeks an alternative loss mitigation strategy (e.g. a
6 short sale or a loan modification), the lender quietly continues to pursue
7 and foreclosure at the same time. In the meanwhile, in order to drag out
8 the process, the bank sends ongoing of requests to the borrower to send
9 additional documentation (which is often documents the borrower has
25 already provided). As the borrower is lulled into thinking that his or her
11 home will not be taken away, and as the bank continues to send ongoing
12 duplicative requests for more information, the trustee's sale date sneaks
13 upon the borrower and on the sale date the bank immediately swoops in
14 and conducts the trustee sale in the midst of the loan medication process.

15 18. As a result of the lender's misuse of the HAMP system as well as
16 unsound banking practices, effective January 1, 2013, Attorney General
17 Kamala D. Harris's Homeowner Bill of Rights protects homeowners and
18 borrowers during the mortgage and foreclosure process. The Homeowner
19 Bill of Rights prohibits a series of inherently unfair bank practices that
20 have needlessly forced thousands of Californians, including Plaintiff into
21 defaulting on the mortgages. The law restricts dual-track foreclosures,
22 where a lender forecloses on a borrower despite being in discussions
23 over a loan modification to save the home. It also guarantees struggling
24 homeowners a single point of contact at their lender with knowledge of
25 their loan and direct access to decision makers, and imposes civil
26 penalties on fraudulently signed mortgage documents. In addition,
27 homeowners may require loan servicers to document this right to
28

1 foreclose.

2 19. The Homeowner Bill of Rights builds upon and extends reforms first
3 negotiated in the recent national mortgage settlement between 49 states
4 and leading lenders. Attorney General Harris secured up to \$18 billion
5 for California homeowners in that agreement, and has also built a
6 Mortgage Fraud Strike Force to investigate crime and fraud associated
7 with mortgages and foreclosures. The Homeowner Bill of Rights consists
8 of a series of related bills, including two identical bills that were passed
9 on July 2, 2012 by the state Senate and Assembly: AB 278 (Eng, Feuer,
25 Perez, Mitchell) and SB 900 (Leno, Evans, Corbett DeSaulnier, Pavley,
11 Steinberg).

12 20. HAMP and the Homeowner's Bill of Rights primarily afford protection
13 for homeowners who have defaulted on a first trust deed. In essence,
14 banks and lenders like CHASE must, in good faith, pursue non-
15 foreclosure remedies for distressed homeowners with defaulted first trust
16 deeds. However, HAMP and the Homeowner's Bill of Rights afford less
17 protection for homeowners who have defaulted on a second trust deed:
18 there is no formal legal requirement that banks and lenders pursue in
19 good faith non-foreclosure remedies when homeowners have defaulted
20 on second trust deeds.

21 21. In or about April of 2012, defendant CHASE entered into a consent
22 judgment known as the National Mortgage Settlement ("NMS"). The
23 NMS affords many of the same protections for consumers with second
24 trust deeds as are found in the Homeowner's Bill of Rights for
25 consumers with first trust deeds.

26 22. Because of serious economic hardships and reversals, plaintiff fell
27 delinquent and into default on both the first and second loans on the
28

1 property. In response to the defaults, CHASE and DOES 1-100 had
2 some good faith options. CHASE and DOES 1-100, inclusive, could
3 have meaningfully and sincerely pursued a loan modification with
4 plaintiff, honoring both the letter and spirit of HAMP, the NMS and
5 Homeowner's Bill of Rights. Instead, however, CHASE and DOES 1-
6 100, Inclusive, assigned or transferred the second trust deed to Miracle
7 Day Investments, LLC ("MIRACLE DAY"), which was not a signatory
8 to the NMS and, because the assigned loan was the second trust deed,
9 not subject to HAMP or the Homeowner's Bill of Rights.

25 23. Assignment to MIRACLE: CHASE first attempted to circumvent the
11 requirements and policies favoring loan modification in May of 2013,
12 when it attempted to substitute MIRACLE DAY INVESTMENTS, LLC
13 as trustee for the second trust deed on or about May 20, 2013.
14 MIRACLE then promptly attempted to substitute defendant Imperial
15 Mortgage Corporation ("IMPERIAL") as foreclosure trustee, which gave
16 notice of a trustee's sale for August of 2013. However, since MIRACLE
17 did not have a beneficial interest in the property as of May of 2013,
18 MIRACLE'S attempted substitution to IMPERIAL was fatally defective,
19 and IMPERIAL had to cancel its efforts to foreclose on the Property.

20 24. Plaintiff then submitted a loan modification package to CHASE on or
21 about June 26, 2013, attempting to modify the first trust deed. This
22 followed several previous unsuccessful attempts to obtain a loan
23 modification. Pursuant to HAMP, the NMS and the Homeowner's Bill
24 of Rights, CHASE had a duty and obligation to pursue good faith
25 alternatives to foreclosure with plaintiff.

26 25. Rather than exploring good faith alternatives to foreclosure, CHASE and
27 DOES 1-100, Inclusive, chose instead to pursue a particularly insidious
28

1 form of "dual tracking". "Dual tracking" refers to the now-forbidden
2 practice by many lenders of stringing consumers along with promises of
3 loan modifications, all the while quietly, yet aggressively and swiftly,
4 pursuing foreclosure on the properties. Here, CHASE and DOES 1-100,
5 Inclusive, intentionally and deliberately circumvented HAMP, the NMS
6 and the Homeowner's Bill of Rights by re-assigning the second trust
7 deed to MIRACLE, which then promptly commenced foreclosure
8 proceedings while the loan modification application for the first trust
9 deed was still pending.

25 26. MIRACLE, IMPERIAL and DOES 1-100, Inclusive, did in fact
11 foreclose on the Property on or about December 6, 2013, one day after
12 plaintiff filed a lawsuit against MIRACLE and other defendants in the
13 Los Angeles Superior Court.

14 27. MIRACLE and DOES 1-100, Inclusive, foreclosed with full knowledge
15 of the fact that CHASE had owned both the first and second loans on the
16 property, and with full knowledge that there was no common-sense, legal
17 explanation for CHASE to assign out the second loan for foreclosure
18 when CHASE at all times had it within its powers to pursue foreclosure
19 as an option on the first loan. Because of its aborted foreclosure in May
20 of 2013 and because of correspondence and communications with
21 plaintiff and with plaintiff's counsel and representatives, MIRACLE and
22 DOES 1-100, Inclusive, at all times had knowledge of at least the
23 following facts: that CHASE owned both first and second loans for
24 several years before May of 2013; that CHASE assigned out the second
25 loan rather than the first loan to MIRACLE; that both the first and
26 second loans were distressed loans; that plaintiff was actively pursuing
27 remedies under HAMP, the NMS and the Homeowner's Bill of Rights
28

1 for the first loan; and that a foreclosure on the second loan would
2 effectively circumvent and frustrate the letter and intent of HAMP, the
3 NMS and the Homeowner's Bill of Rights and would constitute a
4 particularly insidious form of "dual tracking". In spite of this
5 knowledge, MIRACLE and DOES 1-100, Inclusive, aggressively and
6 unfairly pursued foreclosure on the second loan.

7 28. Defendants' interest in foreclosing on the property and in not pursuing
8 an alternative to foreclosure can be easily explained by the fact that the
9 Property has substantially regained its value since the depths of the
25 recession. The Property currently is encumbered by approximately \$6
11 million in loans, yet has a probable market value substantially higher
12 than that. With its "profits before people" mentality, defendants have
13 conspired and schemed to foreclose on the property although there were
14 substantial non-foreclosure alternatives which would have benefitted all
15 parties involved.

16 17 ALLEGATIONS OF CONSPIRACY

18
19 29. Defendants CHASE, MIRACLE DAY, IMPERIAL and DOES 1-100,
20 Inclusive, agreed and combined to engage in a conspiracy in the
21 following manner: Defendant CHASE transferred/sold the second loan
22 of Property to Defendant MIRACLE at a substantially discounted price
23 for the sole purpose of having Defendant MIRACLE foreclose on
24 Property, thereby depriving Plaintiff of the protections and benefits of
25 HAMP, the NMS and the Homeowner's Bill of Rights.

26 30. Within CHASE itself, there existed a conspiracy to deprive plaintiff of
27 her property and her rights. Plaintiff alleges that different departments
28

1 and different persons within CHASE separately administered the first
 2 and second trust deeds. Faced with plaintiff's remedial rights under
 3 HAMP, the NMS and the Homeowner's Bill of Rights, these separate
 4 departments and persons within CHASE, herein known on an interim
 5 basis as DOES 1-100, conspired to assign the second trust deed for
 6 foreclosure proceedings so as to avoid the consumer remedies available
 7 to plaintiff under the first trust deed.

8 31. Defendants and each and every one of them, agreed and/or combined to
 9 engage in a civil conspiracy to commit the unlawful acts as described in
 25 this complaint.

11 32. Defendants, and each and every one of them, combined to engage in a
 12 civil conspiracy of which the principle element was to inflict wrongs
 13 against and/or injury on Plaintiff as described in the complaint.

14 33. Defendants, each and every one of them, acquired, possessed, and
 15 maintained a general knowledge of the conspiracy's objectives to inflict
 16 wrongs against and/or injury on plaintiff as described in this complaint.

17 34. Defendants, each and every one of them, combined to engage in a
 18 scheme that was intended to violate the law and concealed the secreted
 19 scheme.

20 35. Defendants, each and every one of them, combined to engage in a
 21 scheme that was intended to violate the rights of plaintiff.

23 **FIRST CAUSE OF ACTION**

24 **[VIOLATION OF CIVIL RICO ACT**

25 **AGAINST CHASE, MIRACLE DAY, IMPERIAL AND** 26 **DOES 1-100, INCLUSIVE]**

27 36. Plaintiff incorporates all preceding paragraphs as though alleged in full
 28

1 in this cause of action.

2 37.The affairs and business operations of CHASE, MIRACLE DAY,
3 IMPERIAL and DOES 1-100 affect interstate commerce.

4 38.The orchestrated foreclosure abuses and deliberate and knowing attempts
5 to circumvent and frustrate HAMP, the NMS and the Homeowner's Bill
6 of Rights as described in the preceding paragraphs constitute an
7 "enterprise", and the conspiracy and cooperation of CHASE, persons
8 within CHASE, MIRACLE DAY, IMPERIAL and DOES 1-100,
9 Inclusive, constitute a conspiracy to violate the remedial provisions of
25 the civil RICO Act.

11 39.Defendants CHASE, MIRACLE DAY, IMPERIAL and DOES 1-100,
12 Inclusive, engaged in racketeering activity as follows:

- 13 a. On at least two occasions, CHASE assigned out for foreclosure,
14 and MIRACLE accepted the assignment of, the second trust deed
15 on the Property, knowing that such action would deprive plaintiff
16 of her rights under HAMP, the NMS and the Homeowner's Bill of
17 Rights and other remedial statutes;
- 18 b. Such conduct by CHASE, MIRACLE DAY, IMPERIAL and
19 DOES 1-100, Inclusive, was undertaken specifically to defraud
20 plaintiff of her rights and property. Specifically, CHASE,
21 MIRACLE DAY, IMPERIAL and DOES 1-100, Inclusive, have
22 recognized that the indebtedness on the property is less than the
23 property's current value, which continues to appreciate, and the
24 defendants have conspired and agreed to wrongfully foreclose
25 upon plaintiff's property and share the profits from the property's
26 sale, thereby wrongfully depriving plaintiff of the equity which
27 had been building, and continues to build, in her property;
- 28

1 c. Defendants CHASE, MIRACLE DAY, IMPERIAL and DOES 1-
 2 100, Inclusive, used the United States mails, telephone lines
 3 and/or internet lines to accomplish such fraud. Specifically,
 4 CHASE, MIRACLE DAY, IMPERIAL and DOES 1-100,
 5 Inclusive, used mail, telephone and internet lines to formulate the
 6 fraudulent scheme, to assign the loan from CHASE to MIRACLE
 7 DAY and then to IMPERIAL, to mail out and otherwise
 8 communicate foreclosure-related documents including the Notice
 9 of Default and Notice of Trustee's Sale and for the conspirators to
 25 communicate amongst themselves.

11 d. The eight-month history of attempting to foreclose on the second
 12 loan to avoid the remedies available under the first loan constitutes
 13 an ongoing pattern of racketeering activity.

14 40. As a direct consequence of defendants' pattern of racketeering activity
 15 and violations of RICO, plaintiff has suffered damages to her property
 16 and general and special damages according to proof.

17 41. Under RICO, plaintiff is entitled to treble damages according to proof, as
 18 well as her attorney's fees, costs and expenses. Plaintiff is also entitled
 19 to such injunctive relief as may be available to prevent wrongful
 20 foreclosures or other wrongful or unlawful attempts to dispossess her of
 21 her home.

22
 23
 24 WHEREFORE, plaintiff prays for the following:

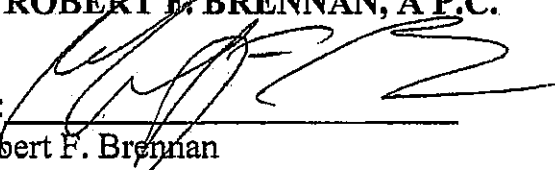
- 25 1. For general and special damages according to proof;
- 26 2. For treble damages under RICO;
- 27 3. For injunctive relief as reasonable and necessary to halt any and all

- 1 foreclosure proceeding upon the subject property;
- 2 4. For injunctive relief as reasonable and necessary to halt any unlawful
- 3 detainer actions pending or contemplated upon plaintiff;
- 4 5. For injunctive relief as reasonable and necessary to compel CHASE to
- 5 engage in and explore reasonable loan modification alternatives with
- 6 plaintiff;
- 7 6. For attorney's fees, costs and expenses; and,
- 8 7. For such other relief as the court deems necessary.
- 9

25 **PLAINTIFF DEMANDS A JURY TRIAL.**

11
12 Dated: 27 Feb 2014

14 **LAW OFFICES OF ROBERT F. BRENNAN, A P.C.**

15
16 By: 
17 Robert F. Brennan
18 Attorney for Plaintiff

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to District Judge Christina A. Snyder and the assigned Magistrate Judge is Ralph Zarefsky.

The case number on all documents filed with the Court should read as follows:

CV14-1500-CAS(RZx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge.

Clerk, U. S. District Court

February 27, 2014

Date

By C. Sawyer

Deputy Clerk

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ Western Division
312 N. Spring Street, G-8
Los Angeles, CA 90012

☐ Southern Division
411 West Fourth St., Ste 1053
Santa Ana, CA 92701

☐ Eastern Division
3470 Twelfth Street, Room 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) MONIKA AREFI, an Individual;	DEFENDANTS J.P. MORGAN CHASE NATIONAL CORPORATE SERVICES, INC., a national association; MIRACLE DAY INVESTMENTS LLC, a business entity, form unknown; IMPERIAL MORTGAGE CORP.
(b) County of Residence of First Listed Plaintiff (Except in U.S. Plaintiff Cases): Los Angeles California	County of Residence of First Listed Defendant (In U.S. Plaintiff Cases Only): Los Angeles, California
(c) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Robert F. Brennan, Esq. SBN 132449 LAW OFFICES OF ROBERT F. BRENNAN AP.C. 3150 Montrose Ave. La Crescenta, CA 91214 Telephone 818-249-5291	Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:33%;">Citizen of This State</td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:33%;">Incorporated or Principal Place of Business in this State</td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td></td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF	DEF	Incorporated or Principal Place of Business in this State	PTF	DEF	<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 1		<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. ORIGIN (Place an X in one box only.)
☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)
CLASS ACTION under F.R.C.P. 23: ☐ Yes ☒ No **MONEY DEMANDED IN COMPLAINT:** \$ 300,000

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 Fair Credit Reporting Act 15 U.S.C. Sec. 1681

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities /Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER REVISIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General Habeas Corpus <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FOREIGN DISSENT <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark NOIJA SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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VIII(a). IDENTICAL CASES: Has this action been previously filed and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s):

FOR OFFICE USE ONLY: Case Number:

CV14-1500

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

VIII(b). RELATED CASES: Have any cases been previously filed that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: List the California County, or State if other than California, in which EACH named plaintiff resides (Use an additional sheet if necessary)

- ☐ Check here if the U.S. government, its agencies or employees is a named plaintiff.
 Los Angeles, California

List the California County, or State if other than California, in which EACH named defendant resides. (Use an additional sheet if necessary).

- ☐ Check here if the U.S. government, its agencies or employees is a named defendant.

MIRACLE DAY - California
 JP MORGAN CHASE - New York
 IMPERIAL MORTGAGE - CALIFORNIA

List the California County, or State if other than California, in which EACH claim arose. (Use an additional sheet if necessary)

- Note: In land condemnation cases, use the location of the tract of land involved.
 Los Angeles County

X. SIGNATURE OF ATTORNEY (OR PRO PER): _____

Date Feb. 27 2014

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))